



EXECUTIVE COMMITTEE AGENDA  
Room 700, Law and Justice Center

**September 9, 2003**

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – August 12, 2003
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
  - A. Executive Committee - Chairman Sweeney
    - 1) Items to be Presented for Committee Action:
      - a) REAPPOINTMENTS:

Chenoa Drainage District  
Mr. Donald Jacobs  
RR 1, Box 19  
28664 N. 2650 East Road  
Chenoa, IL 61726  
Appointed to a Three Year Term that  
Expires on the First Tuesday in September 2006

Sangamon River Drainage District  
Mr. Eugene Williams  
27840 N. 3150 East Road  
Elsworth, IL 61737  
Appointed to a Three Year Term that  
Expires on the First Tuesday in September 2006

White Star Drainage District

Mr. Irvin Bane

6390 N. 3725 East Road

Bellflower, IL 61724

Appointed to a Three Year Term that

Expires on the First Tuesday in September 2006

Easterbrook Drainage District

Mr. Irvin Bane

6390 N. 3725 East Road

Bellflower, IL 61724

Appointed to a Three Year Term that

Expires on the First Tuesday in September 2006

Public Building Commission of McLean County

Mr. Adam Funk

16106 Raintree Road

Bloomington, IL 61704

Appointed to a Five Year Term that

Expires on October 1, 2008

Mr. John Morel

101 North Bellemont Road

Bloomington, IL 61704

Appointed to a Five Year Term that

Expires on October 1, 2008

Mackinaw Drainage District

Mr. David Brucker

25019 E. 1400 North Road

Ellsworth, IL 61737

Appointed to a Three Year Term that

Expires on the First Tuesday in September 2006

APPOINTMENTS:

None

RESIGNATIONS:

None

- b) Request Approval of Intergovernmental Agreement between Tazewell County and McLean County for the Sharing of Database Administration Resources – Information Services
- c) Request Approval to Issue a Request for Proposals for a Property Tax Cycle System – Information Services
- d) Request Approval of a Resolution of Appreciation for Member Adam Kinzinger

1-5

6

- 2) Items to be Presented for Information:
  - a) Information Services – Monthly Status Report 7
  - b) Advisement of Website Domain Name Change 8
  - c) General Report
  - d) Other
  
- B. Property Committee – Chairman Bostic
  - 1) Items to be Presented to the Board:
    - a) General Report
    - b) Other
  
- C. Transportation Committee - Chairman Bass  
*(Please note: Transportation Committee is scheduled to meet on Tuesday, September 9, 2003 at 7:30 a.m.)*
  - 1) Items to be Presented to the Board:
    - a) Request Approval of Letting Results from September 8, 2003 for County Project
    - b) Request Approval of K & R Gravel Pit Road Use Agreement
    - c) General Report
    - d) Other
  
- D. Finance Committee – Chairman Sorensen  
*(Item 5D(2)(c) will need to be considered at a Stand-up meeting prior to the County Board Meeting)*
  - 1) Items to be Presented for Action:
    - a) Request Approval of an Ordinance amending the FY 2003 Combined Annual Appropriation and Budget Ordinance – Grant Fund 0103 – WIC Obesity Grant 9
    - b) Request Approval of an Emergency Appropriation Ordinance Amending the FY 2003 Combined Annual Appropriation and Budget Ordinance – County General Fund 0001, Recorder's Office 0006 10-11
  - 2) Items to be Presented to the Board:
    - a) Request Approval of a Resolution Amending the FY 2003 Full Time Equivalent Position Resolution, Grant Fund 103 – WIC Obesity Grant 12
    - b) Request Approval of a Resolution Amending the FY 2003 Full Time Equivalent Position Resolution for the McLean County Recorder's Office 13
    - c) Request Approval of an Ordinance Increasing the Law Library Fee from \$6.00 to \$10.00 for a period of 3 years
    - d) Request Approval to Establish a Sale in Error Fee and Fund 14-15

- e) General Report
- f) Other

E. Justice Committee – Chairman Renner

1) Items to be Presented for Committee Action:

- a) Request Approval of an Intergovernmental Agreement between the Department of Children and Family Services of the State of Illinois and McLean County, Illinois 16-22
- b) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance General Fund 0001, State's Attorney's Office 0020 to fund Attorney for the Children's Advocacy Center 23-24
- c) Request Approval of a Contract Agreement between Illinois Department of Children and Family Services and McLean County 25-36

2) Items to be Presented to the Board:

- a) Request Approval of Work Order Number 12 for Professional Services Agreement with Northrop Grumman Space and Mission Systems, Inc. – Sheriff's Department Inmate Commissary Fund 37-44
- b) General Report
- c) Other

F. Land Use and Development – Chairman Gordon

*(Item 5F(1)(c) will need to be considered at a Stand-Up Meeting prior to the County Board Meeting)*

1) Items to be Presented to the Board:

- a) Request by Michael and Pamela Merna to vacate a portion of Center Street between Lot 1 in Block 2 and Lot 7 in Block 1, in the Original Town of Merna, File No. S-03-08
- b) Request by Steve and Debra Kuerth for a waiver of preliminary plan requirements and a two lot final subdivision plat for the SDDK 3 Subdivision, File No. S-03-09
- c) Request Approval of an Emergency Appropriation Ordinance Amending the FY 2003 Combined Annual Appropriation and Budget Ordinance General Fund 001, Building and Zoning Department 0038 45-46
- d) General Report
- e) Other

G. Report of the County Administrator

1) Items to be Presented for Information:

- a) General Report
- b) Other

6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

8. Adjournment

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**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

**Request Approval of Intergovernmental Agreement  
with Tazewell County  
for the Sharing of Database Administration Resources**

August 26, 2003

To the Honorable Members of the Executive Committee and the McLean County Board:

Information Services requests approval of an intergovernmental agreement with Tazewell County for the sharing of its staff resources in regards to database administration.

Tazewell County has purchased the same Integrated Justice Information System which McLean County uses, and has requested the assistance of McLean County in supporting that integrated justice system.

This agreement has been reviewed by the Civil State's Attorney of both McLean County and Tazewell County and meets with the approval of both offices.

The agreement provides for a reimbursement of \$30/hour for services rendered, plus mileage expenses, and provides for no more than 15 hours support per week.

I'll be happy to answer any questions you may have.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig Nelson", is written over a horizontal line.

Craig Nelson  
Director, Information Services.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MCLEAN COUNTY, ILLINOIS AND TAZEWEILL COUNTY, ILLINOIS  
FOR SERVICES AND DEVELOPMENT WITHIN  
AN INTEGRATED JUSTICE INFORMATION SYSTEM**

WHEREAS, McLean County is a body politic and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with Tazewell County; and

WHEREAS, Tazewell County is a body politic and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with McLean County; and

WHEREAS, McLean County and Tazewell County deem it to be in the best interests of the citizens of McLean County and the citizens of Tazewell County to enter into an Intergovernmental Agreement for services and further development of an Integrated Justice System which sets forth the cooperative efforts and understandings that can be provided by McLean and Tazewell Counties; now therefore

**IT IS HEREBY AGREED AS FOLLOWS:**

**McLean County shall:**

1. Provide ORACLE database administration services that will include the following:
  - a. Creation and maintenance of database backup scripts necessary for daily backups;
  - b. Maintenance and adjustments as necessary of appropriate sizing for database objects;
  - c. Maintenance and adjustment as necessary of appropriate memory sizing for optimal performance;
  - d. Maintenance and adjustment as necessary of table and index statistics for optimal performance;
  - e. Maintenance and adjustment of various initialization parameters for optimal performance;
  - f. Maintenance of the space usage of ORACLE, including the necessary cleanup of unused files;
  - g. Recovery of all or part of the database in the event of failure or corruption;
  - h. Coordination with Tazewell County staff to implement a plan for scheduled maintenance and/or downtime of the database; and
  - i. Implementation of database-side upgrades of the E\*Justice software.

2. Provide E\*Justice Product support and development services that will include the following:

- a. Provide to Tazewell County application software source code and executable codes authored by employees of McLean County that produces reports based upon the Northrop Grumman Integrated Justice Information System.
- b. With an agreed scope of services not to exceed the norm in such development, provide development services of said executables and source code specific to Tazewell County course of business within E\*Justice. If the scope of services in development is outside of the norm, advise on the formation of outside third party contractual agreements.
- c. Provide support for said developments with a basic description as to the intended use and nature of each program.
- d. Be responsible for any modifications, adaptations, or applications of the programs needed in order for the programs to suit the purposes and uses of Tazewell County.
- e. Be responsible for any modifications, adaptations, or applications of the provided programs due to the installation of any other software or hardware upgrades provided by McLean County.
- f. Offer advice to Tazewell County in the integration planning and implementation of E\*Justice throughout Tazewell County.

3. Provide on site services in Tazewell County one full day per week, with services hours not to exceed fifteen (15) hours per week both on and off-site. McLean County shall have a designated contact provided for Tazewell County to contact 24 hours a day, 7 days a week in exigent circumstances that may fall outside of normal course of business hours.

**Tazewell County shall:**

1. Be solely responsible for the implementation and operation of the IJIS system in Tazewell County.
2. Provide reimbursement to McLean County for contracted services at an hourly rate of **\$30.00** per hour not to exceed fifteen (15) hours per week. The parties rendering services shall remain employees of McLean County.
3. Reimburse the County of McLean for travel expenses of McLean County employees who travel to Tazewell County to provide services under this agreement.
4. Provide an off-site VPN/VNC connection to the database server for off site services.
5. Provide workspace and communication services as needed for McLean County to perform its obligations under this agreement.
6. Be responsible for any of Tazewell County's licensing costs associated either directly or indirectly with the use of the provided programs and services.
7. Be responsible for any modifications, adaptations, or applications of the provided programs due to the installation of any other software or hardware upgrades done by Tazewell County.



8. Not allow either the site specific or McLean County executable code nor source code to be released to any other entity, and shall store the source code in a location not available to the general public.
9. Not hire any employee of the County of McLean, Department of Information Service without the express written consent of the County of McLean.

**McLean County and Tazewell County agree that:**

1. The County of McLean shall not be liable for any claims arising under this agreement. Tazewell County will indemnify, and hold harmless the County of McLean for any damages arising out of this agreement.
2. This Intergovernmental agreement shall be binding upon both parties until and unless amended by agreement of the parties, provided, however, that either County may unilaterally terminate this agreement with 30 days notice.
3. This Intergovernmental Agreement is subject to the approval of the McLean County Board and the Tazewell County Board before it becomes effective.
4. Employees assigned to this contract by the County of McLean shall at all times relevant to this contract remain the employees of the County of McLean.
5. This Intergovernmental Agreement is severable, and the validity or enforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
6. The Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this agreement has signed until such time as it may be amended or revised by the same action that caused its adoption or terminated as provided above.
7. This Intergovernmental Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provision of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
8. Neither party may assign or subcontract its obligations under this Intergovernmental Agreement without the written consent of the other party.
9. This Intergovernmental Agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, and representatives of such parties unless terminated as provided above.

**McLean County and Tazewell County** hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

For McLean County:

For Tazewell County:

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Michael Sweeny, Chairman  
McLean County Board

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James Unsicker, Chairman  
Tazewell County Board

ATTEST:

ATTEST:

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Peggy Ann Milton  
McLean County Clerk  
McLean County, Illinois

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Christie Webb  
Tazewell County Clerk  
Tazewell County, Illinois



**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

**Request for Approval  
To Issue a Request for Proposals  
For a Property Tax Cycle System**

September 9, 2003

To the Honorable members of the McLean County Executive Committee:

I respectfully request approval to issue a Request for Proposal (RFP) on behalf of McLean County Government. The RFP would Solicit proposals for a comprehensive property tax cycle software system.

For more than a year now, this office has investigated possible software solutions and met with numerous vendors in conjunction with the County Administrator, County Clerk, County Treasurer and the Supervisor of Assessments.

A new system could provide several valuable improvements including an ability to bill on a non-accelerated basis, an eventual ability to tap into GIS resources and the ability for the Supervisor of Assessments to work ahead of the currently billed year.

Information Services has included anticipated costs in it's Fiscal Year 2004 budget request, and the RFP will clearly state that any the awarding of a contract will be contingent upon the approval of dollars for this project in the Fiscal Year 2004 budget.

County Administration, the County Clerk, the County Treasurer, the Supervisor of Assessments and Information Services bring you a unanimous recommendation in proceeding with the issuance of this RFP.

I therefore respectfully request approval to issue a Request For Proposal for a comprehensive Property Tax Cycle software system.

Craig Nelson  
Director, Information Services.



**INFORMATION SERVICES**

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104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

**Information Services Status Report  
September 9, 2003**

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

Following is a brief summary of issues addressed by Information Services since my last report in July.

**General Administration:**

Served as Moderator and Panelist in two sessions for Illinois Digital Government Summit in Springfield  
Working on coordination of new contract with Northrop Grumman  
Worked on domain name handling for County website  
Purchased 26 computers  
Completed salvage paperwork for HPs and Compaqs

**Hardware/Network**

Working on relocation efforts: Relocated Risk Mgmt, Facilities. Working on Courts.  
Preparing and installing dozens of new computers

**Programming/Database/Web**

Evaluating Cardiff software and forms (automated forms scanning)  
Working on taxes  
Payroll

Respectfully submitted,

Craig Nelson  
Director of McLean County Information Services



**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

**Advisement of  
Website Domain Name Change**

August 26, 2003

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

This is to advise the Executive Committee and County Board that the domain name associated with McLean County Government is changing from www.mclean.gov to www.mcleancountyil.gov.

On August 6, 2003, I received the following communication from the GSA (General Services Administration).

***On March 23, 2003 Stephen Perry (Administrator) of the General Services Administration signed Final Rule 41 CFR Part 102-173. The signing of Final Rule 41 puts into place the policies that will now govern the .GOV domain.***

***In reviewing our records, we found that the .GOV domain for your county, www.mclean.gov does not comply with the new naming conventions outlined in Final Rule 41.***

Prior to this ruling, domains with a .gov extension were deemed to be appropriate only for usage by agencies of the Federal government. McLean County, however, had obtained the name of mclean.gov prior to even that standard being established. The new ruling now permits the usage of .gov extensions by local municipalities, but tightly regulates the structure of those names. The only two names conforming to the new convention are www.mcleancountyil.gov and www.mcleancounty-il.gov. Both of these names have been registered on behalf of McLean County and are already active.

I have obtained a verbal commitment from the GSA that will allow us to continue using the www.mclean.gov extension through December of 2004, so that changes made to letterhead and business cards as a result of the relocation to the 115 Washington building can incorporate the new email addresses at that same time.

I welcome any questions or comments you may have.

Respectfully submitted,

Craig Nelson  
Director, Information Services

An Ordinance of the McLean County Board  
Amending the 2003 Combined  
Appropriation and Budget Ordinance for Fund 0103

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2003 appropriation in Fund 0103 Women, Infants, and Children (WIC) program, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0031 Obesity Prevention grant within the WIC program - in Fund 0103, Department 0061, Program 0062, and creating an appropriation of \$5,000.00.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0103, Department 0061, Program 0062, WIC Grant as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0515-0001	Part Time Employees	\$ 10,876	\$ 3,878	\$ 14,759
0599-0001	County IMRF Contrib.	\$ 8,911	\$ 254	\$ 9,165
0599-0003	Social Security Contrib.	\$ 14,557	\$ 306	\$ 14,863
0612-0001	Books/Videos/Publications	\$ 1,200	\$ 325	\$ 1,525
0629-0001	Printed Forms	\$ 3,000	\$ 125	\$ 3,125
0630-0001	Postage	\$ 2,150	\$ 112	\$ 2,262
TOTALS:		\$ 40,694	\$5,000	\$ 45,644

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003.

ATTEST:

APPROVED:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of  
the McLean County Board of  
the County of McLean

\_\_\_\_\_  
Michael F. Sweeney Chairman of the  
McLean County Board  
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**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2003  
Combined Annual Appropriation and Budget Ordinance  
County General Fund 0001, Recorder's Department 0006  
Program 0008**

**WHEREAS**, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the County Recorder Department 0006, Legal Recordings Program 0008; and,

**WHEREAS**, the Finance Committee, at its meeting on Tuesday, September 2, 2003, recommended approval of the proposed change in the Full-Time Equivalent Positions Resolution to the Recorder's Office; and,

**WHEREAS**, the Finance Committee, at a regular meeting on Tuesday, September 2, 2003, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance, now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County Recorder's Document Storage Fund 0137 in the amount of \$8,524 and to amend the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Recorder Department 0006 0001-0006-0008-0450.0011 Transfer from other funds	\$8,524.00	\$8,524.00	\$17,048.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the County Recorder's Department 0006, Legal Recordings Program 0008 the following appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
Occasional/Seasonal Employees Salaries 0001-0006-0008-0516.0001	\$8,524.00	\$8,524.00	\$17,048.00
<b>TOTAL:</b>		\$8,524.00	

(3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the County Recorder.

**ADOPTED** by the County Board of McLean County, Illinois, this 16<sup>th</sup> day of September, 2003.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois

\_\_\_\_\_  
Michael F Sweeney, Chairman  
McLean County Board

E://john/Cobd/EA\_Recorder\_Seasonal.doc



A Resolution Amending the Fiscal Year 2003  
McLean County Full-Time Equivalent Position  
Resolution Associated with an Ordinance to  
Amend the Fiscal Year 2003 McLean County  
Combined Appropriation and Budget Ordinance  
for Fund 0103.

WHEREAS, the County Board adopted a funded Full-Time Equivalent  
Position Resolution on November 19, 2002 which became effective on  
January 1, 2003; and,

WHEREAS, it becomes necessary to increase the Funded Full-Time  
Equivalent Position Resolution to authorize position changes  
associated with additional grant resources for an Obesity  
Prevention Grant from the Illinois Department of Public Health to  
be used to decrease obesity rates among families served by the  
McLean County WIC program.

Therefore, Be it resolved by the McLean County Board, now in  
regular session, that the said funded Full-Time Equivalent  
Positions Resolution be and hereby is amended as follows:

<u>Action</u>	<u>Fund</u>	<u>Program</u>	<u>Position Classification</u>	<u>Annual FTE</u>	<u>Months</u>	<u>Now</u>	<u>New</u>
Increase	0103-0061	0062	0515-8041	.31	6.0	.35	.51

This Amendment shall become effective and be in full force  
immediately upon adoption.

Adopted by the County Board of McLean County this \_\_\_\_\_ day of  
\_\_\_\_\_ 2003.

APPROVED

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of McLean County  
Board of the County of McLean

adm\budg\03ftecobesity

RESOLUTION AMENDING THE FISCAL YEAR 2003  
FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION  
FOR THE McLEAN COUNTY RECORDER'S OFFICE

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent (FTE) Position's Resolution on November 21, 2002 which became effective on January 1, 2003; and,

WHEREAS, the Recorder's Office has recommended that the present staffing in the Recorder's Legal Recordings Division be increased by one-half full-time equivalent position in order to process the indexing of land titles in a timely manner; and,

WHEREAS, the Finance Committee, at its meeting on September 2, 2003, recommended approval of the proposed change in the Full-Time Equivalent Positions Resolution to the Recorder's Office; now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Fund-Dept-Prog</u>	<u>Pay</u>	<u>Position Classification</u>	<u>Full-Time</u>		
	<u>Grade</u>		<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0006-0008	0M	0516.0010 Clerical Assistant - Seasonal	.5	.5	1.0

The County Clerk is hereby directed to provide a certified copy of this Resolution to the County Recorder, the County Treasurer, and the County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 16<sup>th</sup> day of September, 2003.

ATTEST:

APPROVED:

\_\_\_\_\_  
Peggy Ann Milton,  
Clerk of the County Board  
McLean County, Illinois

\_\_\_\_\_  
Michael F. Sweeney,  
Chairman of the County Board  
McLean County Illinois

An Ordinance of the McLean County Board  
Providing for an Additional Tax Sale in Error Fee for Payment of Interest and Costs  
Obtained in a Sale in Error Transaction and  
Establishing a Special Revenue Fund for Deposit and Investment of such Fees

WHEREAS, 35 *ILCS* 200/21-330 provides that, in counties of under 3,000,000 inhabitants, the McLean County Board may impose a fee of up to \$60.00, which shall be paid to the County Collector, upon each person purchasing any parcel of property at the tax sale, prior to the issuance of any certificate of purchase; and,

WHEREAS, 35 *ILCS* 200/21-330 provides that all sums of money received under this Section shall be deposited by the County Treasurer into a Special Revenue Fund; and,

WHEREAS, this Special Revenue Fund shall be used by the County Treasurer to satisfy orders for payment of interest and costs obtained against the County Treasurer as trustee of this Special Revenue Fund; and,

WHEREAS, the McLean County Treasurer has recommended that the County Board enact an Ordinance providing for an additional tax sale in error fee of \$20.00 to be paid by each person purchasing any parcel of property at the tax sale; and,

WHEREAS, the McLean County Treasurer has recommended that the County Board establish a Special Revenue Fund for the deposit and investment of all fees collected pursuant to this Ordinance; and,

WHEREAS, the Finance Committee, at its regular meeting on September 2, 2003, recommended that the additional tax sale in error fee of \$20.00 to be paid by each person purchasing any parcel of property at the tax sale; and,

WHEREAS, the Finance Committee, at its regular meeting on September 2, 2003, recommended that the County Board establish a Special Revenue Fund for the deposit and investment of all fees collected pursuant to this Ordinance; and,

WHEREAS, the Finance Committee, at its regular meeting on September 2, 2003, recommended that the County Board establish this additional tax sale in error fee of \$20.00 and this Special Revenue Fund to satisfy orders for payment of interest and costs obtained against the County Treasurer; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) In accordance with the provisions of 35 *ILCS* 200/21-330, the McLean County Board hereby approves and adopts an additional tax sale in error fee of \$20.00 to be paid by each person purchasing any parcel of property at the tax sale.
- (2) In accordance with the provisions of 35 *ILCS* 200/21-330, the McLean County Board hereby approves and directs that the additional tax sale in error fee of \$20.00 shall be deposited into a Special Revenue Fund set up by the County Treasurer and any moneys collected pursuant to this Ordinance and deposited into this Special Fund must be used solely to satisfy orders for payment of interest and costs obtained against the County Treasurer.
- (3) The additional tax sale in error fee of \$20.00 to be paid by each person purchasing any parcel of property at the tax sale shall become effective on October 1, 2003.

(2)

- (4) The McLean County Board directs the County Clerk to forward a certified copy of this Ordinance to the County Treasurer, the County Clerk, the County Auditor, the First Civil Assistant State's Attorney and the County Administrator.

ADOPTED by the McLean County Board this 16<sup>th</sup> day of September, 2003.

ATTEST:

APPROVED:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the McLean County Board  
McLean County, Illinois

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
OF THE STATE OF ILLINOIS  
AND  
MCLEAN COUNTY, ILLINOIS**

The Department of Children and Family Services of the State of Illinois ("DCFS") and McLean County, Illinois ("County"), a political subdivision of the State of Illinois, hereby enter into this Intergovernmental Agreement ("this Agreement"), each agreeing as follows:

**A. SERVICES**

1. The County shall hire and provide to DCFS an Assistant State's Attorney whose services shall be dedicated exclusively to the needs associated with child abuse matters arising in McLean County. Such services shall be varied and include, but not be limited to, the following:
  - a. The prosecution of cases related to child abuse and all such usual and customary duties associated with or required relative to such cases. The prosecution services shall be of a limited nature and considered as only a component of the services contemplated herein.
  - b. Consultation with DCFS agents or employees relative to pending investigations and ongoing cases.
  - c. Provide guidance, counsel and, as necessary, legal training services to case workers or other representatives of DCFS, the Court Appointed Special Advocate ("CASA"), the Children's Advocacy Center of McLean County, and such other provider agencies or community constituencies as needed.
  - d. Such other services as reasonably related to child abuse matters or issues.

**B. REQUIREMENT FOR ADDITIONAL FULL DEDICATED ATTORNEY**

1. The County and DCFS acknowledges that this Agreement is to permit the County to provided an additional full time employee or independent contractor ("the Attorney") to serve under the direction and supervision of McLean County State's Attorney ("SA") for the purposes specified in Section A hereinabove.
2. The Attorney shall be licensed to practice law in the State of Illinois, and the State's Attorney shall provide so certify in writing to DCFS general counsel. The services provided by the Attorney shall be in addition to those ordinarily provided by the State's Attorney's Office.

### C. TERMS AND PAYMENTS

1. The term of this Agreement is from July 1, 2003 through June 30, 2004 unless terminated prior thereto in accordance with the terms of this Agreement.

(A) DCFS will pay to County for the term of this Agreement for legal and support services provided under this Agreement the sum of \$ 45,000.00 to be paid in twelve (12) equal installments, one (1) installment for each calendar month of the term of this Agreement, of \$ 3,750.00, each, with each said payment to be processed upon receipt of a properly completed CFS 1042 form entitled "Department of Children and Family Services Billing Summary" relative to the services provided by County under this Agreement. If this Agreement is terminated by either DCFS or County prior to the completion of the term of this Agreement, then no payment shall be paid, or payable, to County by DCFS for any time after said termination. If said termination occurs prior to the last day of any calendar month, then the payment installment for that calendar month shall be made in a prorated amount based upon the number of calendar days of said month which transpired prior to said termination.

(B) County agrees that all monies received by it from DCFS pursuant to this Agreement shall be used for salary or contractual wage payments for the Attorney; and that none of said monies will be used to provide employee benefits of any type including, but not limited to, any type of insurance, any employer liability for any type of payroll related taxes, and any retirement benefits.

(C) The Attorney shall be located, and on office provided for, at the Child Advocacy Center. All office equipment and supplies, including a computer, telephone costs, facsimile charges, as well as secretarial and staff support, shall likewise be provided by and the responsibility of the Child Advocacy Center.

(D) All expenses related to the prosecution of cases including, but not limited to, filing fees, service fees, publication costs, subpoena charges, witness fees, exhibit preparation fees, and court reporter charges shall be the responsibility of the County. In addition, the County shall provide clerical support for any court related documents or correspondence.

(E) DCFS and County each acknowledges that the Illinois Procurement Code, 30 ILCS 500/1-1 et seq., does not apply to this Agreement.

(F) County represents that its Federal Tax Identification number is 37-6001569.

#### D. LEGAL SERVICES

1. All legal services to be supplied by County under this Agreement shall be provided through the office of the State's Attorney.

2. Attorney shall at all times be under the supervision and direction of the State's Attorney, or her/his designee. The SA, however, shall from time to time consult with CASA relative to the Attorney's duties and responsibilities. At no time shall Attorney be, or be considered to be, an employee of DCFS or a contractor with DCFS.

3. Prior to permitting any attorney to perform any services as Attorney relative to this Agreement, County shall transmit to DCFS through its General Counsel an Attorney's Acknowledgment duly executed by the attorney in that form as is attached hereto, marked as Attachment A and incorporated herein by reference. Thereafter, County, through the State's Attorney, shall require each Attorney performing services under this Agreement to at all times timely comply with the terms of said Attorney's Acknowledgment. It is the specific agreement of County, including the State's Attorney, and DCFS that each requirement set forth on said Attorney's Acknowledgment is a requirement of this Agreement and any non-compliance by any attorney with any of said requirements shall, at the sole election of DCFS, be just cause for immediate termination of this Agreement by DCFS under the terms of this Agreement.

4. The Case assignment and any guidance thereto given to the Attorney performing services under this Agreement shall be made by the State's Attorney, or her/his designee, who shall have the sole discretion to decide which Cases shall be prosecuted, withdrawn or dismissed as required by the Illinois Juvenile Court Act.

5. The State's Attorney shall require that all Court hearings scheduled relative to each of the Cases shall be attended and directly handled by the Attorney assigned to that particular Case by the State's Attorney. No such responsibility shall be assignable to any other attorney at law without the express advance permission of the State's Attorney.

6. The State's Attorney agrees that upon termination of this Agreement the State's Attorney will continue to diligently and professionally prosecute all then pending Petitions requesting termination of parental rights which are subject to the terms of this Agreement without any compensation in excess of that compensation provided for herein.

#### E. SELECTION OF PERSONNEL

1. The State's Attorney shall transmit to DCFS a proof of license and a summary resume of each licensed attorney anticipated to be provided by County as an Attorney in the performance of any of the services to be provided under this Agreement at least fifteen (15) calendar days prior to the hiring and/or assignment of such individual to perform such services as Attorney.

2. Each licensed attorney submitted by the State's Attorney to DCFS for consideration to be hired/and or assigned to perform any services required under this Agreement shall be subject to approval by DCFS as being duly qualified, including educationally, ethically and professionally, to perform the services required under this Agreement prior to the State's Attorney directing or permitting that licensed attorney to perform any such services as an Attorney.

3. DCFS shall have no responsibilities relative to the hiring, direction, supervision, discipline or termination of any Attorney or any other support personnel provided by the State's Attorney to perform any of the services to be provided under this Agreement. DCFS may participate in any such activities at the request of the State's Attorney, provided that the State's Attorney shall at all times have the sole right and responsibility to make such decisions.

4. Excluding monies provided by DCFS for the salary of the attorney, all terms of employment and/or contract between County and each attorney contemplated herein shall be solely bargained for, and provided by, County.

#### F. REPORTING REQUIREMENTS

1. The State's Attorney shall at all times during the term of this Agreement keep a current record of all of the Cases transmitted to her/him by DCFS and for each said Case the following information at a minimum shall be so maintained; the name of Attorney to whom the Case is assigned; the date the case was referred to Attorney; the date any Petition was filed with the Court; the date, purpose and result of each hearing held relative to the Petition; the date and purpose of each hearing scheduled to be held relative to the Petition; and a general summary of all other activities engaged in by Attorney relative to the Case and/or the Petition. Upon request of either the General Counsel of DCFS or the local Regional Counsel of DCFS, and at least within ten (10) calendar days of the end of each calendar month, the State's Attorney shall deliver said information in writing to the General Counsel and local Regional Counsel of DCFS, each.

2. Upon the completion of a Case for any reason, including but not limited to, the decision to not file a Petition, the granting of the Petition, the denial of the Petition, the dismissal of the Petition, or the withdrawal of the Petition, the State's Attorney shall immediately notify the General Counsel and the local Regional Counsel of DCFS, each, of the occurrence of such event together with a summary written report explaining same.



### G. APPEALS

1. All decisions as to whether or not an adverse decision to the Petitioner(s) in any Case shall be appealed shall at all times remain within the sole discretion of the State's Attorney. The State's Attorney shall cooperate with the State's Attorney Appellate Prosecutor relative to any appeal of any Petition as to which County has provided any service under this Agreement. No Attorney shall be obligated by County to defend or prosecute any appeal of any Petition as to which that Attorney has provided any service under this Agreement. Nothing in this Agreement shall prevent the State's Attorney from hiring or directing any such Attorney to provide services relative to any such appeal under the terms of any other agreement.

### H. OWNERSHIP OF FILE MATERIALS

1. All files, records, notes, and evidence which come into the possession of any individual in the performance of the State's Attorney's duties under this Agreement shall at all times be and remain the property of the State's Attorney provided that the State's Attorney specifically agrees that upon written request from either the General Counsel or local Regional Counsel of DCFS, the State's Attorney will deliver to DCFS within a reasonable time period, not to exceed ten (10) calendar days, copies of any such files, records, notes or evidence so requested. County and DCFS each agrees that the provisions of this Paragraph H shall survive the termination of this Agreement.

### I. TERMINATION

1. County and DCFS each agrees that this Agreement shall automatically terminate at the expiration of the term set forth in Paragraph C.1 herein.
2. DCFS may immediately terminate this Agreement at any time, with or without cause, by written notice delivered to County through the State's Attorney or the Chairman, or other presiding officer, of County's governing body.
3. County or the State's Attorney may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days written notice delivered to the DCFS General Counsel.

### J. GENERAL PROVISIONS

1. DCFS represents to County that DCFS's employees will at all times fully and completely cooperate with each Attorney and other personnel provided by County to perform any of the services to be provided under this Agreement in fulfillment of her/his duties under this Agreement.

2. County agrees to, and shall, indemnify, save and hold harmless DCFS from any claim made against DCFS, including, but not limited to, reasonable attorneys fees and litigation costs, by any individual or other entity relative to either non-hiring for any position to provide services under this Agreement, discipline while providing services under this Agreement, termination from any position providing services under this Agreement, any prosecution of any Petition brought by or at the direction of the State's Attorney under this Agreement, any refusal by the State's Attorney to file a Petition under this Agreement and/or any appeal of any decision rendered in any matter prosecuted, in whole or in part, by the State's Attorney or any other individual under this Agreement.

3. County and DCFS each agrees that venue for all litigation concerning this Agreement brought by County against DCFS shall lie in the Court of Claims of the State of Illinois; and, venue for all other litigation concerning this Agreement, including all litigation concerning this Agreement brought by DCFS against County, shall lie in the Circuit Court of Sangamon County, Illinois.

4. County and DCFS each agrees that this Agreement may be modified only by written document executed by both County and DCFS.

5. County and DCFS each agrees that in the event that any term, condition or provision of this Agreement is determined to be invalid or unenforceable for any reason, then all other terms, conditions and provisions of this Agreement shall remain valid and enforceable between County and DCFS.

Dated this 15 day of August, 2003.

MCLEAN COUNTY STATE'S ATTORNEY

BY: 

William Yoder  
State's Attorney of  
McLean County, Illinois

Peggy Ann Milton, Clerk of  
the Mclean County Board

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2003  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, State's Attorney's Office 0020**

**WHEREAS**, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the State's Attorney's Office, Department 0020; and,

**WHEREAS**, the State's Attorney's Office has been awarded grant funds from the Illinois Department of Children and Family Services and the McLean County Child Protection Network in the total amount of \$60,000.00 pay for the salary and health benefits for an Assistant State's Attorney III to work for the Children's Advocacy Center to provide legal services to victims of child abuse; and,

**WHEREAS**, the Justice Committee, at its meeting on Tuesday, September 8, 2003, approved and recommended to the County Board an Emergency Appropriation Ordinance to recognize the receipt and expenditure of certain reimbursements to operate said program for the remainder of Fiscal Year 2003; now therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, State's Attorney's Office, Department 0020 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
DCFS Child Abuse Attorney 0001-0020-0019-XXXX.XXXX	\$ 00.00	\$10,111.00	\$10,111.00
CPN Child Abuse Attorney 0001-0020-0019-XXXX.XXXX	\$ 00.00	\$ 4,017.00	\$ 4,017.00
TOTAL:		\$14,128.00	

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, State's Attorney's Office, Department 0020, the following expenditures:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Full-time Employee Salaries 0001-0020-0019-0503.0001	\$1,383,890.00	\$13,481.00	\$1,397,391.00
Employee Medical/Life Insur. 0001-0020-0019-0599.0002	\$ 80,963.00	\$ 647.00	\$ 81,610.00

**TOTAL:**

**\$14,128.00**

3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the State's Attorney.

**ADOPTED** by the County Board of McLean County this 16th day of September, 2003.

**ATTEST:**

**APPROVED:**

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Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois

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Michael F. Sweeney, Chairman  
McLean County Board

EA\_STATTY\_dcfsggrant.sept03  
9/03/2003

ILLINOIS DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
Standard

(Internal Use Only)

Contract # 0513549014

Department of Human Rights # \_\_\_\_\_

- A. 1. **THIS CONTRACT** is entered into between the Illinois Department of Children and Family Services, hereinafter referred to as the "Department," and MCLEAN COUNTY State's Attorney (Certified Name),

McLean County of (DCFS name)

hereinafter referred to as "Contractor,"

Principal address at: 104 W. Front Street, Bloomington, IL 61701-5005

Mailing address at: 104 W. FRONT STREET, BLOOMINGTON, IL 61701-5005

**COPY**

2. Under this Contract, notice to the Department shall be sent to 406 East Monroe, Springfield, Illinois 62701, Attention: Director. Notice to the Contractor shall be sent to the principal address.
3. For any address change, the Contractor will give written notice of any change(s) of its principal office/mailling address(es) at least 30 days in advance of the change.
4. Written notice of changes of name, ownership, taxpayer identification number or taxpayer certification should be provided at least 45 days in advance, and such changes may require new contracts to be written.

B. Federal Taxpayer Identification Number (FEIN) 37-6001569 OR Social Security Number \_\_\_\_\_

C. Legal Status (check only one):

- |  |  |
|--|--|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Nonresident Alien                       |
| <input type="checkbox"/> Sole Proprietorship (must use SSN)    | <input type="checkbox"/> Trust or Estate                         |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Foreign Corp Prtnrship, Trust or Estate |
| <input type="checkbox"/> Tax Exempt Hospital/Ext Care Facility | <input type="checkbox"/> Other (indicate type below):            |
| <input type="checkbox"/> Corporation - Medical/Hlth Care       | <input type="checkbox"/> Not-for-Profit Corporation              |
| <input type="checkbox"/> Corporation - NO Medical/Hlth Care    | <input type="checkbox"/> Limited Partnership                     |
| <input checked="" type="checkbox"/> Governmental Entity        | <input type="checkbox"/> Real Estate                             |
| <input type="checkbox"/> Limited Liability Corporation         |  |

**Taxpayer Certification:**

Under penalties of perjury, the person signing this Contract on behalf of the Contractor personally certifies that the name, taxpayer identification number and legal status listed above are correct.

D. Contractor Fiscal Year  
From 1-1-03 to 12-31-03

E. Contract Term  
This Contract shall be effective on 7/1/2003 and shall expire on 6/30/2004

F. Contract Amount  
The amount payable for services provided according to the conditions of the Description of Service is \_\_\_\_\_ estimated or ☒ a maximum of \$45,000.00  
(If multiyear contract, see attached "Multiyear Schedule.")

G. Payment (choose either 1a or 1b to describe payment)

\_\_\_\_\_ 1a. \$\_\_\_\_\_ The Department will pay the Contractor per \_\_\_\_\_ day, \_\_\_\_\_ hour, \_\_\_\_\_ week, \_\_\_\_\_ month, \_\_\_\_\_ quarter or \_\_\_\_\_ other unit (specify) \_\_\_\_\_

☒ 1b. The Department will pay per the payment rates listed on the attached "Rate Schedule."

# RATE SCHEDULE

Rate Amount	Pay Freq	Service Narrative	Begin Date	End Date	Type Serv	Rate Amount
01	MO	MISCELLANEOUS/EXTENDED SERVICE	7/1/2003	6/30/2004	5045	\$3,750.00

**G. Payment (cont)**

2. For payment, the Contractor shall submit to the Department invoice vouchers or reporting forms, as required by the Department, on a monthly basis, unless otherwise agreed. Such invoices or reporting forms shall be submitted within 30 days after the end of each month (unless otherwise stipulated in this contract) in which services are provided and shall include information to support the claim for payments, as may be requested by the Department.
3. The Department shall process vouchers for payment within 60 days of verification, except in the lapse period beginning July 1 at which time the Department shall make reasonable efforts to process vouchers for payment within 30 days of voucher verification.
4. The Contractor waives the right to full payment if vouchers, reporting forms or required supporting information are submitted later than 30 days after the end of the fiscal year or more than 30 days following the expiration or termination of the Contract, whichever is first.
5. The Contractor agrees that the Department reserves the right to correct any mathematical or computational error(s) in the payment subtotals or total contract obligation.

**H. Services**

1. The Contractor agrees to deliver services to the Department as stipulated in the "Description of Services" or "Program Plan."
2. All services delivered by the Contractor shall comply with all Department rules, regulations, procedures, and protocols. Policy guides are hereby incorporated by reference and made a part of this contract. In the event of a conflict between a provision or provisions of the Contract and the Description of Services or Program Plan, the provisions of the Contract apply, unless specifically agreed by the parties in an attached addendum.

**I. Subcontracts and Contract Reassignment**

1. This contract or any part thereof, shall not be subcontracted, assigned or delegated without a signed subcontract on file with the Contractor. At its option, the Contractor may use the Subcontract Agreement Form (IL 418-968-10) for service subcontracts.
2. Subcontracted services shall be provided pursuant to a written contract between the subcontractor and the Contractor and shall be subject to all provisions contained in this Contract. The Contractor shall remain responsible and liable for the performance of any person, organization or corporation with which it contracts.
3. The Contractor understands and agrees that this Contract, or any portion of this Contract, may not be sold, assigned or transferred in any manner and that any actual attempted sale, assignment or transfer without prior written approval of the Department shall render this Contract immediately null and void.

**J. Governing Law**

This Contract, and all subcontracts entered into pursuant to this Contract, shall be governed by the laws of the State of Illinois and insofar as applicable, by related federal laws and regulations. The Contractor agrees to timely compliance with all local, state and federal laws, regulations, and standards.



**K. Confidentiality**

1. Except as may be required by state or federal law, regulation or order, the Contractor shall not release information concerning persons served by the Department without prior written approval of the Director of the Department, or designee.
2. The Contractor shall inform its employees and subcontractors of such confidentiality obligations, as well as the penalties for violation thereof, and shall assure their compliance therewith. The Contractor acknowledges that nothing herein prevents the Contractor from sharing any confidential information with the Department for youth for whom the Department has legal responsibility, and the Contractor is required to deliver said information to the Department upon request as allowable under state or federal law.

**L. Liability**

The Department assumes no liability for actions of the Contractor or the Contractor's employees or subcontractors under this Contract. Contractor agrees to hold the Department harmless against any and all liability, loss, damage, cost or expenses, including attorney's fees arising from the acts or omissions of the Contractor and/or its employees and/or subcontractors or from any violation of any of the state and federal laws and regulations, with which the Contractor has certified it is in compliance.

**M. Ownership and Use of Certain Data, Information and Work Product**

1. Performance by the Contractor may include access to and use of documents and data which may be confidential or considered proprietary to the Department or a Department Contractor, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Contract, would be adverse to the interest of the Department or others.
2. Materials created under this Contract by the Contractor, its employees, or subcontractors, individually or jointly with others, shall be considered "work made for hire" as defined by the U.S. Copyright Act.
3. Any reports, studies, publications, training manuals, participant materials, slides, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronic, magnetic or digital material and other work in whatever form shall be referred to as "the materials." The Department shall own all rights, title and interest in all of the materials conceived or created by the Contractor, or its employees, or subcontractors, either individually or jointly with others, that arise out of the performance of this Contract.
4. The Contractor shall, upon request of the Department, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials.
5. The Contractor shall provide the Department with all computer source code, object code, and all other documentation necessary to understand and use such codes.
6. The Contractor, its employees and any subcontractors, shall not copyright, copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Contractor's obligations under this Contract without the prior written consent of the Department's Director.
7. Upon expiration or termination of this Contract, all of the materials whether in paper, electronic or other forms shall be, at the option of the Department, delivered to the Department by the Contractor.

**N. Record Keeping and Monitoring/Right to Audit Records**

1. Pursuant to the Illinois Procurement Code, 30 ILCS 500/20-65, the Contractor agrees to the following:
  - a) The Contractor and all subcontractors shall maintain books and records necessary to support amounts charged to the Department under this Contract, or all of the subcontracts under this Contract. The books and records shall be maintained by the Contractor and all subcontractors for a period of three (3) years from the date of final payment under this Contract or the completion of this Contract or subcontract, whichever is later. However, the three (3) year period shall be extended for the duration of any audit in progress at the time of that period's expiration.
  - b) All books and records maintained per subsection 1a) of this Section shall be available for review and audit by the Auditor General and the Department. The Contractor and all of the Contractor's subcontractors under this Contract shall cooperate fully with any audit.
  - c) Failure of the Contractor or any of the Contractor's subcontractors under this Contract to maintain the books and records required by subsection 1a) of this Section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department for which required books and records are not available.
2. Department Rule 401.270 requires the Contractor to maintain general and financial, personnel and licensing records available for inspection by authorized persons from the Department for at least five (5) years due to federal claiming regulations (45 CFS 92.42).
3. The Contractor shall assist the Department in its functions of reviewing financial and programmatic records and monitoring and evaluating performances under this Contract. Except in emergency situations, the Department will attempt to notify the Contractor at least five (5) days prior to a review of Financial and Programmatic records relating to this Contract. The Contractor shall allow Department employees, federal officials authorized by the Director, and other qualified persons, total access to all financial and programmatic records relating to this Contract.
4. The Contractor's books of accounts shall be kept in accordance with the standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, or other methods which are consistent with generally accepted accounting principles.
5. The Contractor shall keep true and accurate financial records reflecting all financial transactions pursuant to this Contract.

The Contractor shall maintain time and attendance records for all staff whose salaries are funded in whole or in part pursuant to this Contract and consistent with generally accepted business practices.

**O. Good Standing**

The Contractor certifies that it is in good standing as a business entity and is able to do business with the State of Illinois because of this good standing.

**P. Office of the Inspector General**

1. The Office of the Inspector General (OIG) of the Department has the authority to impound and have access to records and facilities without advance notice. The Contractor further agrees that, for the purposes of this section, documents and records include all computer, electronic and digital data.

**P. Office of the Inspector General (cont)**

2. In cooperation with the OIG, the Contractor agrees to the following:

- a) To fully comply with requests or Notices of Impounding by the OIG for the production of documents and records.
- b) To refrain from removing, altering or tampering with documents requested or impounded by the OIG or that are the subject of a pending OIG investigation.
- c) To maintain any records identified by the OIG in a manner to prevent tampering, altering or removal by employees.
- d) To allow and encourage employees to speak to the OIG regarding pending investigations.

**Q. Legal Ability to Contract**

1. Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- a) Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this CONTRACT.
- b) Contractor is not in default on an educational loan (Section 3 of the Educational Loan Default Act, (5 ILCS 385/3).
- c) Contractor has informed the director of the Department in writing if contractor was formerly employed by the Department and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code (30 ILCS 105/15a).
- d) Contractor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (30 ILCS 500/50-5).
- e) No Contractor convicted of a felony shall do business with the State of Illinois from the date of conviction until five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- f) Contractor is not barred from being awarded a contract because the Contractor is delinquent in the payment of any debt to the State, unless Contractor has entered into a deferred payment plan to pay off the debt, and Contractor acknowledges the contracting state agency may declare the contract void if the certification is false (30 ILCS 500/50-11, effective July 1, 2002.)
- g) Contractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500-50-25).
- h) Contractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

- i) Contractor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerers, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- j) Contractor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals and to entities with twenty-five (25) or more employees (30 ILCS 580).
- k) Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to Contracts that exceed \$10,000 (30 ILCS 582).
- l) Contractor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (720 ILCS 5/33E-3, 5/33E-4).
- m) Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having written sexual harassment policies (775 ILCS 5/2-105).
- n) Contractor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- o) The Contractor certifies that it is in compliance with the Pro-Children Act of 1994, (Public Law 103-227). The Contractor prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18 years of age which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).
- p) The Contractor or bidder certifies that it is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if they know or should know that they are delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The Contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor is determined to be delinquent in the payment of any debt during the term of the contract.
- q) No funds received under this Contract shall be used for attempting to influence federal legislation or to pay the salary or expenses of any individual engaging in said activity.
- r) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract grant, loan or cooperative agreement.
- s) If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Contract, etc., the Contractor must also complete and submit timely,

federal form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

- t) If there are any indirect costs associated with this Contract, totally-lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.
- u) The Contractor must include the language of this certification in the award documents for all subcontracts. All subcontractors are required to be subject to and to comply timely with said certification and disclosure.
- v) This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. Sec. 1352 (1989). Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

## 2. Conflicts of Interest

- a) Contractor has disclosed and agrees it is under a continuing obligation to disclose to the agency, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit contractor from having or continuing the contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force fee prohibition" section of the State Finance Act (30 ILCS 105/8.40). Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the contractor's obligation under this contract. Contractor shall not employ any person with a conflict to perform under this contract. If any conflict under Section 50-13 exists, no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code.
- b) An exemption is necessary if the person intending to contract with the State, their spouse or minor child:
  - Holds an elective office in Illinois;
  - Holds a seat in the Illinois General Assembly;
  - Is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or
  - Holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor. (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority).
  - The contract is with a firm, partnership, association or corporation in which a person receives more than 7 1/2% of the total distributable income or an amount in excess of the salary of the Governor.
  - The contract is with a firm, partnership, association or corporation in which a person, together with his/her spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor from the firm, partnership, association or corporation.

**AA. Subcontracts**

1. The Contractor shall ensure that the Subcontractor certifies in writing that all services to be provided by the subcontractor shall comply with all Department rules, regulations, procedures and policy guides.
2. To the extent that the contractor chooses a subcontractor that provides the same or similar service to the Department, the subcontract shall include a clause that states the subcontractor is not charging the contracting agency more per unit of service than it charges the Department for the same service.
3. All subcontracts shall be submitted to the Department for amendment into this contract.
4. All subcontracts shall list the name and addresses of all subcontractors.
5. All subcontracts shall identify the services and deliverables to be provided by the subcontractor.

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left blank.

## THE DEPARTMENT AND THE CONTRACTOR AGREE TO THE FOLLOWING:

### I. Termination

- A. Each party reserves the right to terminate this Contract at any time for any reason, upon 30 days written notice to the other party.
- B. This Contract is breached by the Contractor if it fails to perform any material act mandated by this Contract; and, at that time, the Department may terminate this Contract immediately upon notice.
- C. Termination of this contract shall be effective upon the date notice is made. Notice of contract termination shall be made via CERTIFIED MAIL.
- D. Pursuant to the Illinois Procurement Code, 30 ILCS 500/20-60 (b), this Contract is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of this Contract.

### II. Severability

In the event any provision of this Contract is declared void, voidable or otherwise unenforceable, then such provision, term or condition shall be severable from this Contract and this Contract shall otherwise be fully effective, binding and enforceable.

### III. Authority to Execute and Bind

The person signing this Contract on behalf of the Contractor acknowledges that he/she has read and understands the terms herein and warrants that he/she has full power and authority to execute this Contract and bind the Contractor. If the Contractor is a corporation, the individual hereby warrants he/she has been granted such authority by resolution of the corporation's Board of Directors.



This Contract and the attachments herein contain all the terms and conditions agreed to by the parties. No other agreement regarding the subject matter of this Contract shall vary unless agreed to in writing and signed by all parties, with the exception that contract rates may be adjusted by written notification based on Department Rule 356, Rate Setting or applicable rate setting rules of other state agencies. This Contract shall not be binding and enforceable unless signed by all parties, including the Director of the Department.

**IL DEPARTMENT OF CHILDREN & FAMILY SERVICES**

\_\_\_\_\_  
Regional Administrator, Date  
Deputy Director, Executive Staff

\_\_\_\_\_  
DCFS Director Date

If the amount of this Contract is in the amount of \$250,000 or more in a fiscal year, or order against a master contract in the amount of \$250,000 or more in a fiscal year, this Contract shall not be binding and enforceable until it is also approved and signed in writing by the Chief Legal Counsel and Chief Fiscal Officer of the Department in accordance with 30 ILCS 105/9.02.

The following signatures approve the expenditures identified within the attached Contract:

\_\_\_\_\_  
DCFS Chief Legal Officer Date

\_\_\_\_\_  
DCFS Chief Fiscal Officer Date

**CONTRACTOR**

\_\_\_\_\_  
Contractor Authorized signature Date

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
104 W. Front Street, Bloomington, IL 61701-5005 Address

\_\_\_\_\_  
309/888-5400 ( )  
Telephone # Fax #

**Attachments:**

\_\_\_ Budget \_\_\_ Exhibit C  
\_\_\_ Exhibit E  
\_\_\_ Other \_\_\_\_\_

\_\_\_ Day Care Supplmnt C \_\_\_ Day Care Supplmnt D  
\_\_\_ Day Care Supplmnt E \_\_\_ Day Care Supplmnt F  
\_\_\_ Site Administered Day Care Program Plan  
\_\_\_ Child Rate Exception Form

**ATTEST:**

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the  
McLean County Board



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O. Box 2400

Bloomington, Illinois 61702-2400

**Request for Approval of  
Work Order 12  
(Professional Services Agreement)**

August 27, 2003

To the Honorable Members of the McLean County Justice Committee and the McLean County Board:

Please find attached an agreement for professional services with Northrop Grumman, formerly TRW. This would be Work Order #12 of our Integrated Justice project. Sufficient monies for the costs anticipated with this work order remain in the Fiscal Year 2003 Budget allocated for Integrated Justice.

Work Order #12 provides a vehicle by which to pay the Northrop Grumman project leader, Todd Thompson. Mr. Thompson has agreed to assist the County in the configuration of the Integrated Justice system as it relates to handling funds in the Sheriff's office. Assistance may also be required of other members of the Northrop Grumman which are noted in the attachments.

The belief is that when properly configured, the system will be able to use the Integrated Justice system to handle funds which are currently maintained by the jail in an alternative system. The transfer of these procedures to within the Integrated system provides for better accounting services and addresses the issues raised by the external auditor.

The movement of these functions to the integrated justice system is outlined in the response which the Sheriff provided to the McLean County Finance Committee regarding the external auditor's issues.

I respectfully request the approval of Work Order #12 and welcome any questions you may have.

Craig Nelson  
Director  
McLean County Information Systems

AGREEMENT NUMBER: \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
NORTHROP GRUMMAN SPACE AND MISSION SYSTEMS, INC.  
AND  
MCLEAN COUNTY, ILLINOIS**

This Agreement, effective upon signature by both parties, is entered into by and between Northrop Grumman Space and Mission Systems Inc., a corporation organized under the laws of the State of Delaware and having a location at 410 17<sup>th</sup> Street, Suite 1500, Denver, Colorado 80202 (hereinafter referred to as "Northrop Grumman") and the McLean County, Illinois, having offices at 104 W. Front Street, RM 701, Bloomington, IL 61702 (hereinafter known as "County"). The contents of this Agreement establish the conditions under which professional services shall be furnished to the County by Northrop Grumman.

**1. THE SERVICES**

Northrop Grumman shall render to the County professional services and advice of such nature, for such purposes, and at such times as are mutually agreed upon by the parties hereto. All such services shall be rendered at the County or at such other place(s) as may be determined by Northrop Grumman and with the consent of the County. Services shall be as described in individual Work Orders issued hereunder for each assignment.

Northrop Grumman will respond to County requests for service within 2 hours of initial call for service during normal business hours (0800-1700 central) and by next business day if after hours, weekend, or holiday. Reasonable attempts will be made to accommodate urgent requests. Response may be a call back by a technical support representative and/or an on-site visit.

**2. TERM**

The professional services hereunder shall be performed, when required by the County, during the period of \_\_\_\_\_ through \_\_\_\_\_. However, it is understood and agreed that this Agreement, and the professional services provided hereunder, may be terminated at will at any time prior to the completion of said term.

## COMPENSATION AND REIMBURSEMENT

A. The County shall be liable to Northrop Grumman for professional services rendered, including Administration Support services (2 hours per invoice period). Northrop Grumman will invoice on a time and materials basis in accordance with rates specified in Attachment A hereto, Rate Schedule, for time actually expended by Northrop Grumman during the period in performance of services under this Agreement. Northrop Grumman will invoice in accordance with section B below. If the County's authorized representative requests in writing that Northrop Grumman travel in fulfillment of this Agreement or incur other expenses, the County shall reimburse the Northrop Grumman for such costs, based on Northrop Grumman's documented actual expenditures or as specifically stated in the Work Order. Reimbursement for air or rail travel is limited to coach accommodations. Travel expenses should be in accordance with rates found in the Joint Travel Regulations, which may be located on the internet at [www.dtic.mil/perdiem/pdrform.html](http://www.dtic.mil/perdiem/pdrform.html). Local travel doesn't apply and will not be reimbursed.

B. Northrop Grumman shall invoice monthly for actual services performed, including an Administration Support services (2 hours per invoice period). Invoices shall be submitted on Northrop Grumman's letterhead specifying: (i) the Northrop Grumman Program Manager; (ii) the order number and dates covered in this invoice; (iii) a brief description of specific Services performed, work products/deliverables, i.e., reports, briefings, presentations, etc, and to whom delivered; and (iv) details and support documentation of actual travel and other reimbursable expenses. Submission of invoice shall constitute a certification that the Northrop Grumman has complied with the terms and conditions of this Agreement, the specific Work Order under which the invoice is submitted, and certification of compliance with all laws, regulations, and the County policies referenced herein. Invoices shall be paid to Northrop Grumman within thirty (30) days from the County's receipt of properly completed invoice.

C. Northrop Grumman shall be solely responsible for reporting and paying all federal, state, and local taxes arising from the performance of this Agreement, including but not limited to: (a) federal and state income taxes; (b) federal self-employment taxes; and (c) state and local business taxes. Northrop Grumman shall indemnify and hold the County harmless from any assessments plus penalties paid by the County to federal, state, or local tax authorities resulting from Northrop Grumman's failure to pay such tax/withholdings.

## 4. INDEPENDENT NORTHROP GRUMMAN RELATIONSHIP

A. In the performance of such Services, Northrop Grumman's relationship to the County is that of an independent contractor and nothing herein shall be construed as creating any other relationship.

B. Northrop Grumman is generally free to perform the services in any manner desired, subject to satisfactory completion of the task. The County reserves the right to require

compliance with specific guidelines in order to assure that the product complies with the requirements of the County.

C. This Agreement is non-exclusive on the part of Northrop Grumman. Northrop Grumman is free to provide services to other parties as long as activities do not interfere with the Northrop Grumman's satisfactory and timely completion of the contracted task.

## **5. HIRING OF EMPLOYEES**

During the term of this Agreement, and for the period of twelve (12) months thereafter, Northrop Grumman shall not directly recruit or solicit for employment, any technical or professional employee of the County's related to this Agreement without the prior written approval of the County.

## **6. PROPRIETARY RIGHTS IN CUSTOM SOFTWARE**

A. Any CUSTOM SOFTWARE developed and delivered by Northrop Grumman shall be deemed a "work made for hire" under the copyright laws of the United States and Northrop Grumman agrees to execute any documents necessary to vest full title and ownership of such CUSTOM SOFTWARE with the County.

B. Northrop Grumman reserves unrestricted rights including a royalty-free license in perpetuity in any ideas, concepts, techniques and methodologies developed or formulated during performance hereunder.

C. The County grants to Northrop Grumman an exclusive, unrestricted, royalty-free, world-wide license in perpetuity to possess, use in any manner, reproduce, and market and re-license CUSTOM SOFTWARE to third parties, whether for a fee or not, solely as determined by Northrop Grumman with no right of accounting to Customer.

## **7. LIMITATIONS ON USE OF DATA AND INFORMATION**

A. During the term of this Agreement it may be necessary for the County to transfer to Northrop Grumman information of a proprietary nature. Proprietary information will be clearly identified in writing by the County at the time of disclosure. Oral disclosure, when necessary, shall be clearly identified as proprietary at the time of the disclosure and shall be reduced to writing within thirty (30) days.

B. Northrop Grumman agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the efforts identified herein.

C. Northrop Grumman shall not make any reproduction, disclosure, or use of such proprietary information except as follows:

- (1) Such data furnished by the County may be used by Northrop Grumman in performing its obligations under this Agreement.
- (2) Such data may be used in accordance with any written authorization received from the County.

D. The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and Northrop Grumman shall not be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exist:

- (1) If the information has been developed independently by the party receiving it, or has been lawfully received from other sources, including the Client, provided such other source did not receive it due to a breach of this Agreement or any other agreement.
- (2) If the information is published by the party furnishing it or is disclosed by the party furnishing it to others, including the Client, without restriction, or it has been lawfully obtained by the party receiving it from other sources, including the Client, or such information otherwise comes within the public knowledge or becomes generally known to the public.
- (3) If any part of the proprietary information has been or hereafter shall be disclosed in a United States patent issued to the County, after the issuance of said patent, the limitations on such proprietary information as is disclosed in the patent shall be only that afforded by the United States Patent Laws.

E. Neither the execution and delivery of this Agreement, or the furnishing of any proprietary information by either party shall be construed as granting to Northrop Grumman either expressly, by implication, estoppels, or otherwise, any license under any invention or patent, hereafter owned or controlled by the County.

F. Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this paragraph shall continue for a period of two (2) years from the expiration or other termination of this Agreement.

## **8. STANDARDS OF CONDUCT AND CONFLICTS OF INTEREST**

A. In performing work under this Agreement, Northrop Grumman agrees to comply with provisions of the County policies relating to standards of conduct and to ethical business practices.

B. In performing work under this Agreement, Northrop Grumman agrees to comply with applicable laws and regulations, and not make improper payments or engage in unlawful conduct. Northrop Grumman further agrees that the services to be performed under this

Agreement shall not result in conflict of interest prohibited by the laws of the United States or other jurisdictions. The Agreement shall terminate immediately and all payments due shall be forfeited if, in rendering services hereunder improper payments are made, unlawful conduct is engaged in, or any part or remuneration payable under the Agreement is used for an illegal purpose. Additionally, no remuneration shall be payable if such payment is prohibited by any law, regulation, or decision of any applicable government or agency thereof.

9. **LIQUIDATED DAMAGES**

In no event shall Northrop Grumman be liable for liquidated damages of any kind whatsoever.

10. **DISPUTES**

The parties to this Agreement shall exercise their best efforts to settle all disputes arising from this Agreement. If consensus cannot be reached, the parties shall be free to exercise any legal or equitable remedies, which may be available under this Agreement and the law applicable thereto. Notwithstanding the foregoing, Northrop Grumman shall proceed diligently with the performance of this Agreement, pending final decision of a dispute hereunder.

11. **INDEMNITY**

Northrop Grumman shall indemnify and hold harmless the County from and against all claims arising in favor of any person, firm or corporation on account of personal injury or property damage in any way resulting from the acts of Northrop Grumman, its employees or agents.

12. **INSURANCE**

Northrop Grumman shall procure and maintain the following types of insurance and coverage during the term of this Agreement:

**TYPE OF INSURANCE**

(a) Workmen's Compensation

**MINIMUM AMOUNT**

Statutory limits in accordance with the requirements of the applicable laws of the jurisdiction (State or Commonwealth) in which work is to be performed.

**TYPE OF INSURANCE**

(b) Employer's Liability

Bodily Injury By Accident

**MINIMUM AMOUNT**

\$100,000 Each Accident

Bodily Injury By Disease	\$100,000	Policy Limit
Bodily Injury By Disease	\$100,000	Each Employee
(c) Commercial General Liability, include coverage for Contractual liability, coverage for the use of independent products and completed operations.	\$1,000,000	Bodily Injury and Property Damage CSL Per Occurrence
	\$1,000,000	Bodily Injury and Property Damage CSL Gen. Aggregate
(d) Automobile Liability, including coverage for owned, hired, leased, rented, and non-owned vehicles.	\$1,000,000	Bodily Injury and Property Damage CSL Per Accident

All insurance evidenced by this Agreement shall be with insurers licensed to do business in the state(s) where the service is being performed. If any work provided for or to be performed under this Agreement is subcontracted by Northrop Grumman, Northrop Grumman shall require the subcontractor(s) to maintain insurance equivalent to that which is provided.

Northrop Grumman shall promptly furnish, if requested by the County, certificates or insurance providing proof of the foregoing insurance. Northrop Grumman shall notify in writing at least thirty (30) calendar days prior to cancellation of, or any material change of such coverage.

### 13. ASSIGNMENT

This Agreement contemplates the performance of professional services by Northrop Grumman and is not assignable. Northrop Grumman shall not subcontract any of the Services without the prior written consent of the County.

### 14. HEADINGS/ATTACHMENTS

- A. The headings and titles of this Agreement are inserted only for convenience and shall not affect the interpretation or construction of any provisions.
- B. Attachments are an integrated part of this Agreement.

### 15. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois.

### 16. ENTIRE AGREEMENT



This Professional Services Agreement is the entire Agreement between the parties hereto which supersedes any prior oral or written Agreements, commitments, understandings, or communication with respect to the subject matter of this Agreement.

THIS AGREEMENT SHALL BECOME EFFECTIVE ONLY AFTER EXECUTION BY THE COUNTY AND NORTHROP GRUMMAN IN THE PLACE PROVIDED BELOW.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

**MCLEAN COUNTY, ILLINOIS**

**NORTHROP GRUMMAN SPACE AND  
MISSION SYSTEMS INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2003  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, Building and Zoning Department 0038**

**WHEREAS**, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Building and Zoning Department 0038 in the General Fund 0001; and,

**WHEREAS**, on November 20, 2001, the McLean County Board approved an Intergovernmental Agreement with the State of Illinois Department of Transportation for an Illinois Tomorrow Grant to fund a County Land Development Guide; and,

**WHEREAS**, the Intergovernmental Agreement provides Illinois Tomorrow grant funding in the amount of \$54,000.00 with a local match requirement of \$6,000.00 to help the County develop a land use development guide and infrastructure plans that promote the efficient use of transportation facilities and enhance the quality of life; and,

**WHEREAS**, the Land Use and Development Committee, at a Special Stand-up Committee meeting on June 18, 2002, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$54,000.00 to recognize and account for the grant revenue to be received and the expenses to be incurred to develop a land use development guide and infrastructure plans; and,

**WHEREAS**, \$17,546 was received during Fiscal Year 2002, and the balance of the original grant in the amount of \$36,454 is available to be received during Fiscal Year 2003; and,

**WHEREAS**, the McLean County Regional Planning Commission has provided professional services to develop said land use development guide during Fiscal Year 2003 and has presented an invoice for payment in the amount of \$16,983.79; and,

**WHEREAS**, the Land Use and Development Committee, at a special meeting on September 16, 2003, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$36,454 to recognize and account for the grant revenue to be received and the expenses to be incurred to continue development of a land use development guide and infrastructure plans; now, therefore,

(2)

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Treasurer is directed to amend the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance by adding the following revenue line-item account:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0001-0038-0040-0407.0073			
Illinois Tomorrow Grant	\$ 0.00	\$ 36,454.00	\$36,454.00

2. That the County Auditor is directed to amend the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation in the General Fund 0001, Building and Zoning Department 0038:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
0001-0038-0040-0706.0001			
Contract Services	\$ 1,500.00	\$ 36,454.00	\$ 37,954.00

3. That the County Clerk shall provide a certified copy of this ordinance to the Director of Building and Zoning, County Auditor, County Treasurer, and County Administrator.

**ADOPTED** by the McLean County Board this 16th day of September, 2003.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board